



City of Norfolk

RFP 4943-0-2016/SH

HULL, MECHANICAL & ELECTRICAL SHIP REPAIR

Issuing Office: Office of the Purchasing Agent

Attn: Silvester A. Howell, Procurement Specialist

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-823-4585

Silvester.howell@norfolk.gov

Issued: August 30, 2016

RFP OPENING DATE AND TIME: September 26, 2016

@ 2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact E-mail Address:	
Offeror Mailing Address	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact E-mail:	
Authorized Agent Contact Phone:	
Date of Proposal:	

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES	4
A. BACKGROUND:	4
B. PURPOSE:	4
C. SCOPE OF SERVICES:	4
SECTION II – INSTRUCTIONS TO OFFERORS	8
A. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:	8
B. OFFERORS OF RECORD:	8
C. PRE-PROPOSAL CONFERENCE:	8
D. QUESTIONS AND ADDENDA:	8
E. OFFEROR OBLIGATION:	8
F. ANTI-COLLUSION:	9
G. ETHICS IN PUBLIC CONTRACTING:	9
H. NONDISCRIMINATION:	9
I. DEBARMENT CERTIFICATION:	9
J. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:	9
K. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH	9
L. SCHEDULE OF EVENTS:	10
M. PROPOSAL SUBMISSION:	10
N. PREPARATION OF PROPOSALS:	10
O. PROPRIETARY INFORMATION/NON-DISCLOSURE:	10
P. EXCEPTIONS TO THE CITY’S CONTRACTUAL TERMS AND CONDITIONS	11
Q. RFP CLOSING	11
R. PROPOSAL BINDING FOR ONE-HUNDRED EIGHTY (180) DAYS:	11
S. COST INCURRED IN RESPONDING:	11
T. DISPOSITION OF PROPOSALS:	11
U. PROPOSAL EVALUATION PROCESS:	11
V. PRESENTATIONS:	12
W. AWARD:	12
X. PROTESTS:	12
Y. COOPERATIVE PROCUREMENT:	13
SECTION III – CONTRACT TERMS AND CONDITIONS	14
TERM AND/OR TIME OF PERFORMANCE	14
INSURANCE REQUIREMENTS	14
APPROPRIATION OF FUNDS	16
INDEPENDENT CONTRACTOR	18
SEVERABILITYs	18
WAIVER	18
CHANGES	18
DRUG FREE WORKPLACE	19
COMPLIANCE WITH FEDERAL IMMIGRATION LAW	19
AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH	19
SECTION IV– PROPOSAL SUBMITTAL REQUIREMENTS	20
ATTACHMENT A: ANTI-COLLUSION STATEMENT	24
ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING	25

ATTACHMENT C: NONDISCRIMINATION.....	28
ATTACHMENT D: DEBARMENT CERTIFICATION	29
ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW	31
ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.....	33
□ CERTIFICATION.	33

SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

The Battleship Wisconsin, which has been berthed at Nauticus in Norfolk, Virginia since December 2000, is a museum and memorial that was donated by the United States Navy to the City of Norfolk (the “City”) in December 2009. The City seeks to establish a long-term plan for hull, mechanical and electrical repairs and as well as maintenance and repairs to auxiliary systems such as fresh water distribution, Collecting-Holding-Transfer (“CHT”) waste water systems or other existing systems and equipment that will ensure continuous, safe operation of ship’s systems in support of the Battleship’s primary mission as a visitor attraction.

B. Purpose:

The purpose of this Request for Proposals (“RFP”) is to obtain a contractor that is qualified and capable to provide general maintenance services on board the Battleship Wisconsin for ship’s systems,. Services may include steel work on the hull, mechanical work on systems, including HVAC, plumbing and other active ship’s equipment, and electrical work.

The contracted period is for one (1) year, with four (4) optional renewable periods. The City invites all qualified offerors to respond to this RFP by submitting a proposal consistent with its terms and conditions.

C. Scope of Services:

The successful offeror shall provide non-personnel management, administrative and production services, material, tools, equipment, facilities and required support to accomplish a full range of repairs and alterations, troubleshooting, maintenance, installation and removal of ship components and equipment aboard the Battleship *Wisconsin*, on site at Nauticus in Norfolk, VA. **Work will be compensated on a time and materials basis. Work team composition with appropriate expertise will be approved by Nauticus prior to beginning work.**

- I. Services to be provided, when requested by Nauticus:
 - a. Services shall include maintenance and/or repair of main systems, such as hull, mechanical and electrical and may include auxiliary systems such as fresh water distribution, Collecting-Holding-Transfer (“CHT”) waste water systems or other existing systems and equipment.
 - b. Services may include development of inspections and/or maintenance procedures to ensure continued operation of systems.
 - c. Services may include installation of new systems to support the ship's mission as a museum.
 - d. Particular emphasis shall be put on quality of workmanship, rapidity of repairs, enhancement of personal safety, and preservation or restoration of the historical fabric of the ship.
- II. Work shall be accomplished by personnel meeting at least the minimum qualifications set forth below.

- III. Definition of service and repair requirements: the contractor may be required to define the service or repair requirements. These efforts, when required, will include but may not be limited to the following:
- a. Submission of a report of equipment deficiencies in items needing service or repair
 - b. Assisting Nauticus in finalizing the service or repair list for the ship
 - c. Inspecting equipment and/or systems to determine service or repair options and alternatives, and
 - d. Making recommendations to Nauticus, including estimates for materials, personnel and time required for any repairs recommended.
- IV. Repair implementation: The contractor shall provide qualified technicians and tradesmen to perform onboard and ashore equipment repairs and refurbishment. These efforts shall include, but shall not be limited to, the following:
- a. Conduct liaison visits, with Nauticus representative to coordinate schedules for repair, equipment removal for repair, and refurbishment or replacement. Repair actions will include the removal and reinstallation of all interferences.
 - b. Correct deficiencies identified during ship visits and/or surveys when authorized by the Nauticus representative and received in task orders.
 - c. Provide a team of qualified journeyman level mechanics, technicians and original equipment manufacturers' ("OEMs") representatives to accomplish repairs as agreed. Repair efforts on short notice may be required and may require work efforts to continue past normal work day until completed,
 - d. Provide subcontracting capabilities, administration and management to accomplish repairs which may require specialized skills beyond the contractor's internal workforce.
 - e. Conduct completion inspections, accompanied by Nauticus representative after all repair and/or replacement actions have been accomplished.
 - f. Provide Quality Assurance inspections and certifications for all repair actions accomplished in accordance with this contract and standard industry practices.
 - g. Repair and refurbishment work efforts will be conducted at locations specified in each task order.
 - h. Provide the necessary tools, rigs, and test equipment to perform repairs.
 - i. Provide cranes and floating derrick services when required.
 - j. Provide written reports to Nauticus representative on all work performed, including test results documentation.
- V. Except as may be agreed upon with the Nauticus representative, contractor shall provide all material labor, services, equipment, supplies, power, accessories, facilities and other things and services as necessary for accomplishing assigned tasks. Should ship's services be required, permission must be obtained from the Nauticus representative.
- a. Ship's services shall not be used for contractor life support systems, including compressed air, lifting equipment or any other equipment wherein an unexpected disruption of services has a high potential for loss of life, injury or damage to ship's equipment.

- b. Denial of ship's services shall not give the contractor entitlement for costs of providing services or equipment or for delay or disruption.

D. Personnel qualifications:

Ship repair and the conditions under which it is performed require companies that are fully capable of conducting all aspects of shipboard work. The City requires personnel with shipboard expertise, capability and a wide mix of skills and trades. The contractor shall be a company engaged in ship repair work and has an organization capable of the full scope of shipboard and off-ship production, including the following organizational elements set forth below:

- I. Project Manager shall have the following qualifications:
 - a. A Bachelor of Science or Engineering degree from an accredited college or four year apprentice school in a shipboard systems course of study.
 - b. A minimum of ten years' experience in repair, installation, modification, operation, and maintenance and testing of equipment or systems onboard U.S. Navy and military type ships, as described in the Scope of Work.
 - c. A minimum of three years' experience as a Program Manager, to include contract management, budgeting, scheduling, planning, estimation, job cost and progress tracking and planning for repair, modification and installation of ship's equipment.
- II. Project Engineer shall have the following qualifications:
 - a. A Professional Engineering License or equivalent education.
 - b. A minimum of five years' experience in repair, installation, modification, operation, and maintenance and testing of equipment or systems onboard U.S. Navy and military type ships, as described in the Scope of Work.
 - c. A minimum of three years' experience with contract management, budgeting, scheduling, planning, estimating, job cost and progress tracking and planning for repair, modification and installation of ship's equipment.
- III. On-Site Supervisor shall have the following qualifications:
 - a. High school, trade school, industrial school, appropriate military school or accredited correspondence school degree in a course of study including mechanical, structural, electrical theory and the theory of operations and maintenance of shipboard systems or have served four years of apprenticeship in the mechanical, structural, electrical or electronics trade.
 - b. A minimum of five years' experience in a mechanical, structural, electrical, or electronics trade and completion of an apprenticeship program or its equivalent.
 - c. A minimum of one year experience in quality assurance procedures and requirements as they relate to shipboard equipment and systems,
 - d. Experience in reading and interpreting blueprints, technical manuals and other technical data and in sequencing work appropriately to eliminate repeating work efforts.
 - e. Experience in testing, troubleshooting and inspecting installed equipment and systems.

- IV. Lead Tradesman shall have the following qualifications
 - a. A high school, trade school, industrial school, or accredited correspondence school degree in which credits were received in the applicable trade, including theory.
 - b. A minimum of four years' experience in the trade
 - c. A proven knowledge of appropriate materials, techniques and safety protections required.

- V. Anticipated trades or skills required to be provided by the contractor shall include, but not be limited to the following:
 - a. Estimator (for developing repair requirements, if not done by PE)
 - b. Electrician (Marine)
 - c. Pipefitter
 - d. Sheet metal worker
 - e. Burner/Welder
 - f. Ship Fitter
 - g. Painter/Sandblaster
 - h. Rigger and line-handler
 - i. Inside machinist
 - j. Outside Machinist
 - k. Assistants/Apprentices for each skill

SECTION II – INSTRUCTIONS TO OFFERORS

A. Issuing Office:

City of Norfolk
Office of the Purchasing Agent
Attn: Silvester A Howell, Procurement Specialist
232 E. Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 823-4585

B. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, should consult the City's Procurement website www.norfolk.gov/purchasing.

D. Pre-proposal Conference:

There will be a pre-proposal conference on September 13, 2016 at 11:00 am at Nauticus, 1 Waterside Drive, Norfolk VA.

E. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to Silvester A. Howell, at Silvester.howell@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on City's Procurement website www.norfolk.gov/purchasing. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking Issuing Office or the City's Procurement website www.norfolk.gov/purchasing within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than 5:00pm EST on September 15, 2016. Questions received after that time will not be considered. The answers to questions submitted will be provided in Addendum # 1 which shall be posted on.

F. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this

RFP.

F. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

G. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled “ETHICS IN PUBLIC CONTRACTING,” including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

H. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in the Code of the City of Norfolk Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

I. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

J. Compliance with Federal Immigration Law:

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

K. Authorization to Transact Business in the Commonwealth

Contractor shall certify that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

L. Schedule of Events:

Event	Date
RFP Issued	August 30, 2016
Pre-proposal Conference	September 13, 2016 @11:00 am
Question Deadline	September 15, 2016 @ 5:00 pm
Addenda Issued	September 16, 2016
Proposals Due	September 26, 2016 @ 2:00 pm
Oral Presentations, if any	TBD
Negotiations	TBD
Intent to Award posted	TBD
Executed Contract	TBD
Contract commences	

M. Proposal Submission:

Proposals meeting the requirements set forth in Section IV shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Attn: Silvester A. Howell
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will not be accepted.

N. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete.

O. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act (“VFOIA”). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror’s costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

P. Exceptions to the City’s Contractual Terms and Conditions

Identify any exceptions to the City’s Contract Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.

Q. RFP Closing

Offeror shall ensure its proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the Offeror unopened.

R. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

S. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

T. Disposition of Proposals:

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act (“VFOIA”) provisions.

U. Proposal Evaluation Process:

Evaluation of proposals will be within the discretion of the City. It is the intent of this RFP that all services be provided complete in all respects without need by the City to engage separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Introduction to Offeror	20
Experience Providing Similar Services	30
Approach and Capacity	30
Price	20
TOTAL	100

Pricing will be evaluated objectively. The City will compute the total of 20 points for pricing with the following equation:

$$\text{Lowest Average of Unit Prices total} = X$$

$$X(.20) = \text{point number received for price}$$

V. Presentations:

If, in the City's opinion, offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror. Travel will be at the offeror's expense.

W. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to cancel the solicitation and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

X. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the

City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

Y. Cooperative Procurement:

The procurement of goods and/or services provided for in the resulting contract is being conducted pursuant to Virginia Code § 2.2-4304. Therefore, the successful offeror agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to the resulting contract or from this procurement and in accordance with Virginia Code § 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the successful offeror.”

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM

The term of the Agreement shall be for one (1) year with four (4) optional one-year renewable periods.

INSURANCE REQUIREMENTS

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability, marine liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense.

MARINE COMPREHENSIVE LIABILITY INSURANCE ("MCL") with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 general aggregate. MCL will cover liability arising from land and in-water premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract for the work being performed in this IFB.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$2,000,000 per accident/disease, and policy limit of \$2,000,000. Policies shall be extended for, or separate policies maintained, that provides coverage under the United States Longshoreman Act, and, or Jones Act, as applicable for the Vendor's employees, and, for other workers obtained by and under the control of the Vendor, while performing the services arising from this RFP.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for two years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum

acceptable limits of liability to be provided by such Errors & Omissions Liability Insurance are \$2,000,000 each occurrence, \$3,000,000 aggregate.

CONTRACTOR'S POLLUTION LIABILITY INSURANCE covering work performed, including disposal of work by-products and residue, with policy limits of not less than (\$2,000,000) two million each occurrence. The coverage shall be maintained during the term of any project, and for at least two (2) years following the completion of all operations or services. Such insurance will cover the liability of the affected contractor and the City arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and defense cost, that arise from the operations within the scope of this agreement. The City will be named as additional insured under this insurance policy or policies.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by

the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of the Agreement.

APPROPRIATION OF FUNDS

Compensation pursuant to performance under the Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under the Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which the Agreement is in effect. Funds are certified for the first year of the Agreement. On or before _____ of each succeeding Contract Year during the term of the Agreement, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from the City to the Contractor.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under the Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Agreement; or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to the Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

CITY OF NORFOLK BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to the Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

DEFAULT AND TERMINATION -

If Contractor fails or refuses to perform any of the terms of the Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate the Agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

The City, at any time, may order Contractor to immediately stop work on the Agreement, and/or by thirty (30) days written notice may terminate the Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise.

- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

ASSIGNMENT

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under the Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of the Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

SEVERABILITY

If any provisions of the Agreement are held to be unenforceable, the Agreement shall be construed without such provisions.

WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

CHANGES

The Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

GOVERNING LAW AND VENUE

The Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of

the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Contractor, pursuant to the Agreement are proper and in accordance therewith.

NONDISCRIMINATION

In the performance of the Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

DRUG FREE WORKPLACE

During the performance of the Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by the City, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

SECTION IV– PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The Original Proposal and copies shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Attn: Sylvester A. Howell
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Pricing shall be submitted in a separate envelope.

B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

- All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided;
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and
- Proposals shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting

purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

D. Format of Proposals

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following sections, each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below: Additional instructions are in Section II of this RFP.

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. REFERENCES
- VI. PRICING
- VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS
- VIII. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

Each element should be completed and omissions shall be explained.

E. The proposal shall include as a minimum of the following sections, each under separate tabs:

I. RFP COVER PAGE & ATTACHMENTS A, B, C, D, E, AND F, FILLED, SIGNED or INITIALED AS NECESSARY

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

II. EXECUTIVE SUMMARY

The Offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. Also, the proposal must clearly show the desire of the vendor to participate in the project as outlined in the scope of services, and committed availability of the vendor. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches.

III. INTRODUCTION OF OFFEROR

The Offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches. In addition, Offeror will identify the proposed Project Manager (PM), Project Engineer (PE) and Site Supervisor and provide a brief resume, providing additional information as needed in paragraphs IV & VI.

IV. EXPERIENCE IN PROVIDING SIMILAR SERVICE

Offerors shall demonstrate their past experience with the scope of work: they shall submit two (2) completed report samples of similar marine painting projects. Offeror shall also provide individual project names, client names, project scope, estimated cost, date of completion of project, and whether offeror was the contractor or a subcontractor.

Offerors shall also submit a listing of relevant projects completed within the last five (5) years by the proposed Project Manager (PM). Reference projects should demonstrate applicable skills and experience to successfully complete the Scope of Work described in this RFP. This listing shall indicate:

- a. Project Name.
- b. Description of PM Role.
- c. Percentage of Time as related to the total worked on the Reference Project.
- d. For whom the work was performed, including Company Name, Contact Person and that person's email and phone number (inactive emails or phone numbers will result in a deduction of points).
- e. Proposed Cost and Final Billing Cost, provide reason(s) for cost variances
- f. Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.
- g. Links to an electronic copy of the plans and any other relevant information available electronically.

V. APPROACH AND CAPACITY

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the demands of the City. Offeror shall provide the credentials of the key program staff members and the manager's portfolio of experience, as well as an organizational chart which describes the division of responsibilities among the members of the staff. Offeror shall also provide all relevant certifications, include the names of subcontractors, their identification, their areas of expertise, and a description of how they will be used in performance of the services.

1. Approach and Methodology.

The Offeror shall detail its understanding of the scope of the project, its technical requirements, and the proposed methodology for delivery of services as described in the project scope. Any information and data that the Offeror will require from the City must be identified in this section.

2. Capacity.

The Offeror shall include a statement of ability to respond to multiple different tasks at the same time and should include a proposed timeline for response to Nauticus Statements of Work or emergent repair requirements. This description should include:

- a. Normal response times to Nauticus Statements of Work;
- b. Proposed no-later-than (in hours) arrival on site for repair requirements identified as critical or emergency by Nauticus;
- c. Offeror on-site supervision manpower required for work teams;
- d. A statement of experience preparing concise, well-written reports with supporting documentation.
- e. Any concerns the Offeror may have in being able to successfully perform the Work and how it plans to mitigate any concern. This should include any restrictions on multiple tasking by Nauticus or limitations in job-skill positions available from the Offeror.

VI. REFERENCES

Provide names, addresses and telephone numbers of at least three (3) Contracting Officers or ship owners to whom you provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; Contact person's email address, and phone number; and Description of the services provided by your firm for the client.

VII. PRICING (Separate sealed envelope)

Offeror shall provide itemized pricing as Firm, Fixed Unit Price (in dollars/hour) for each of the personnel types listed in the Personnel Qualifications in Section I.D., above, including the Project Manager, Project Engineer, On-Site Supervisor and the skills groups as listed. Pricing shall be submitted in a separate sealed envelope.

VIII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that the Agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT C: NONDISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT D: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date:_____

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO
TRANSACTION BUSINESS IN THE COMMONWEALTH OF VIRGINIA**

• **CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)
_____ certifies that it is organized or authorized to
transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the
Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise
required by law shall describe why it is not required to be so authorized:

II. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at
any time prior to contract award, the offeror learns that its certification was erroneous
when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will
not necessarily result in withholding of an award under this solicitation. However, the
certification will be considered in connection with a determination of the offeror's
responsibility. Failure of the offeror to furnish a certification or provide such additional
information as requested by the appropriate City purchasing official may render the
offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of
a system of records in order to render, in good faith, the certification required by
paragraph (a) of this provision. The knowledge and information of an offeror is not
required to exceed that which is normally possessed by a prudent person in the ordinary
course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of
fact upon which reliance was placed when making award. If it is later determined that the
offeror knowingly rendered an erroneous certification, in addition to other remedies
available to the City, the appropriate City purchasing official may terminate the contract
resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____